



C-09-009

Contract # **5083**
(obtain from City Clerk)**CONTRACT REVIEW/APPROVAL ROUTING FORM****INSTRUCTIONS:****1. First time original contracts**

- a. Contact City Clerk's Office for Contract Number
- b. One copy of the Contract Routing Form
- c. Two original contract documents

2. Amendments/Change Orders

- a. Contact City Clerk's Office for a NEW Contract Number
- b. One copy of the Contract Routing Form
- c. Two original amendments/change orders
- d. One copy of the original contract

DEC 31 2008

CITY CLERK
CITY OF SHORELINE**CONTRACT DESCRIPTION****Originator:** John Norris
Department/Division: City Manager's Office**Routed by:** Heidi Costello
Date: December 2, 2008**Type of Contract:**
☒ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services
☐ (L) Lease Agreement ☐ (I) Intergov't Agreement**CONTRACT TITLE:** Third amendment to contract for services (original contract #3549)**Brief Description of Services:** Primary public defense services - representation of indigent or nearly indigent individuals charged with crimes by the City of Shoreline**Contract Modification:** Has the original contract boilerplate language been modified? ☐ Yes ☒ No

If yes, list which sections have been modified:

Bid/RFP Number:**Name of Consultant/Contractor:** The Schlottzauer Law Firm PS**Effective Date:** 01/01/09 **Termination Date:** 12/31/09**Total Amount of Contract** (including reimbursable expenses): \$146,429.00**Org Key - Obj Number:** 2104030-5410000 **Amount:** \$146,429.00 **J/L Number** (if required):**Org Key - Obj Number:** **Amount:** **J/L Number** (if required):**Org Key - Obj Number:** **Amount:** **J/L Number** (if required):**Org Key - Obj Number:** **Amount:** **J/L Number** (if required):**Budget:** Are there sufficient funds in the current budget to cover this contract? ☒ Yes ☐ No

If no, where are the additional funds coming from?

Payment Terms (monthly installments, progress payments, etc.): Monthly as invoiced**Remarks:****SIGNATURE ROUTING**

- ☒ 1. Project Manager/Director JW 12/2/08
- ☒ 2. Risk Management/Budget DT 12/12
- ☒ 3. City Attorney Fpe 12/10/08
- ☒ 4. Send to Consultant for signature (only contract documents)
- ☒ 5. Department Director
- ☐ 6. City Council approval (if required)
- ☐ 7. City Manager
- ☒ 8. City Clerk SO 12/3/08
- ☒ 9. Originating Department JK 12-31-08

PRIOR TO EXECUTION - MUST BE ATTACHED**For Public/Small Works Contracts:**

- ☐ Contractor Responsibility Form
- ☐ Contract Bond/In Lieu of Form
- ☐ Certificate of Insurance
- ☐ W-9 Form

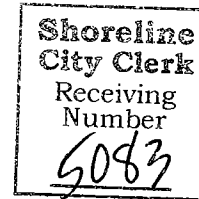
For Service Contracts:

- ☐ Certificate of Insurance
- ☒ W-9 Form

} on file



**THIRD AMENDMENT TO
CONTRACT FOR SERVICES
(ORIGINAL CONTRACT NO. 3549)**



Whereas an agreement was entered into by and between the City of Shoreline, Washington, and The Schlotzhauer Law Group, PS on January 1 2006; and said agreement was later amended on December 20, 2006 and January 1, 2008; and

Whereas the parties desire to amend said agreement once again in order to reflect a change of circumstances, to wit: extend termination date for one calendar year to December 31, 2009.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Existing Agreement Amended:** The City and The Schlotzhauer Law Group, PS entered into the agreement which is attached hereto and identified as: Primary Public Defense Services, Clerk's receiving No. 3549 ("the Agreement"). The City and The Schlotzhauer Law Group, PS entered into an amendment to said agreement which is attached hereto as First Amendment No. 4079, dated December 20, 2006. The City and The Schlotzhauer Law Group, PS entered into a second amendment to said agreement which is attached hereto as Second Amendment No. 4606, dated January 1, 2008. The parties hereby amend the original agreement as amended.
2. **Amendment to Existing Agreement:** The agreement is amended in the following respect(s):
 - a.) Term and Time of Completion, as outlined in section 3, is extended to midnight on the 31st day of December, 2009.
 - b.) Compensation, as outlined in section 2, is adjusted so as not to exceed a maximum of \$146,429, including all fees and reimbursable expenses without prior authorization from the City.
 - c.) Compensation, as outlined in Exhibit A, Scope of Work, is adjusted to a flat rate of \$11,264 per month for provision of all services in the scope services, up to initial resolution of all matters assigned, including as many as six appeals to the King County Superior Court or to the Washington State Court of Appeals.
 - d.) Compensation, as outlined in Exhibit A, Scope of Work, is adjusted so that in no case shall the total compensation under this contract exceed \$146,429 without prior written notification of the City by the Contractor, and an approved contract amendment.
3. **Terms and Conditions of Existing Agreement Remain the Same:** The parties agree that, except as specifically provided in this amendment, the terms and conditions of the existing agreement continue in full force and effect.

EXECUTED, this the 31st day of December, 2008.

CITY OF SHORELINE

CONSULTANT

Robert L. Olander
City Manager

James H. Schlotzhauer
Public Defender

APPROVED AS TO FORM:

Flannery P. Collins
Assistant City Attorney